

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2018-\_\_\_\_-E**

IN RE:	)	
Beulah Solar, LLC,	)	
	)	
Requestor.	)	<b>REQUEST FOR MODIFICATION</b>
	)	

**INTRODUCTION**

Beulah Solar, LLC, (hereinafter as, “Beulah Solar” or “Requestor”) is a South Carolina limited liability company whose sole business is the development of a solar photovoltaic electric generation facility in Saluda County, South Carolina. Beulah Solar makes this Request for Modification of an Interconnection Agreement, dated September 24, 2018, between South Carolina Electric & Gas Company, (hereinafter as, “SCE&G”) and Beulah Solar (hereinafter as, the “IA”). Specifically, Beulah Solar requests that provisions of the IA giving SCE&G the right to curtail the delivery of energy from Beulah Solar’s facility, be clarified or modified at the conclusion of a recently established stakeholder process on curtailment to conform with the approach to curtailment resulting from that process.

**REQUEST FOR MODIFICATION**

**Basis for Request.**

Beulah Solar’s Request for Modification is made pursuant to Section 12.12 of the IA, which states, "[T]he Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this agreement." In addition, Beulah Solar makes this Request because the Commission has the statutory authority to amend, modify, and change any contract with an electrical utility that affects the use or disposition of an electrical utility’s product or charges paid to an electrical utility when the public interest requires. *See* S.C. Code Ann. Section 58-27-980, (1976, as amended).

### Background for Request.

When the utility curtails production from a generating facility, it restricts the generator's ability to inject power onto the grid. Unless a generator is compensated for curtailment, project revenues are reduced in proportion to the amount its output is curtailed. The federal PURPA statute, 16 U.S.C. § 824a-3 *et seq.*, and implementing regulations limit the legal right of a utility to curtail the output of a Qualifying Facility such as Beulah Solar. However, as stated above, the SCE&G IA contains detailed and complex provisions giving SCE&G the right to curtail the output of Beulah Solar under certain broadly-defined operational circumstances. Those curtailment provisions are found in the language added by SCE&G to Appendix 5 to the IA, and not in the Commission-approved standard terms and conditions.

SCE&G has yet to provide any clear guidance to Beulah Solar or to this Commission as to how it will implement these curtailment provisions. Without any protocols defining how these curtailment rights will be exercised, Beulah Solar and other solar developers face a high degree of uncertainty as to the revenues that they will receive from the operation of their facilities. These provisions and this uncertainty have made it extremely difficult for Beulah Solar to secure financing for the Beulah Solar facility (including the funding of the Milestone #1 payment). The problematic curtailment language in Section 3.4 of the IA –most notably in appears in, *inter alia*, (i) Section “3.4” (ii) Section “3.4.6” and (iii) Appendix “5” of the IA, (the applicable language is incorporated herein by reference, as if set forth verbatim).

### Stakeholder Process.

A stakeholder process to address solar developers' concerns about curtailment has recently been established. The stakeholder process is between the South Carolina Solar Business Alliance, Inc. (hereinafter as, “SCSBA”), and SCE&G and is to be facilitated by ORS. The stakeholder process is memorialized in a Settlement Agreement<sup>1</sup> dated

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<sup>1</sup> The Settlement Agreement was approved by this Commission on December 21, 2018, in Order No. 2018-804, in Docket 2017-370-E.

November 30, 2018, between SCE&G, Dominion Energy, Inc. and SCSBA, on page 6 in paragraph (3)(B)(i), (the applicable language is incorporated herein by reference, as if set forth verbatim). Beulah Solar expects that the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially modifications to SCE&G's current IA curtailment provisions, that will alleviate the financing difficulties that have been caused by the curtailment language in the current IA.

Because of the difficulties created by the current IA curtailment provisions and, in particular, the lack of clarity about how SCE&G will implement these provisions, as well as the pendency of the stakeholder process and the expected relief to be obtained in that process, Beulah Solar respectfully asks this Commission to inquire into this matter and (i) approve Beulah Solar's Motion to Maintain Status Quo filed concurrently with this Request and (ii) grant Beulah Solar's Request for Modification of the IA as necessary to conform with SCE&G curtailment protocols and the results of the stakeholder process.

Requestor is represented by counsel in this proceeding:

Richard L. Whitt,  
**AUSTIN & ROGERS, P.A.**  
508 Hampton Street, Suite 203  
Columbia, South Carolina 29201  
Telephone: (803) 251-7442  
Facsimile: (803) 252-3679  
RLWhitt@AustinRogersPA.com

### **RESERVATION OF RIGHTS**

Beulah Solar reserves all of its legal rights and remedies, including but not limited to, the filing of a formal Complaint with this Commission, after this Commission's decision on this Request for Modification and Motion to Maintain Status Quo, described hereinabove.

### **CONCLUSION**

Based on the foregoing, this Request for Modification, and Beulah Solar's Motion to Maintain Status Quo, filed concurrently with this Request for Modification and referenced hereinabove, this Commission should inquire in this matter and Order the following relief.

**WHEREFORE**, Requestor prays for the following relief:

- a. Order SCE&G to clarify or modify the Interconnection Agreement referenced in detail hereinabove after the adoption of curtailment protocols by SCE&G and a report to this Commission on the outcome of the stakeholder process referenced hereinabove; and
- b. Grant Requestor's Motion to Maintain Status Quo, effective as of the date of its filing; and
- c. GRANT SUCH OTHER AND FURTHER RELIEF AS IS JUST AND PROPER.

December 28, 2018  
Columbia, South Carolina

Respectfully Submitted,  
/s/Richard L. Whitt,  
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Richard L. Whitt,  
RLWhitt@AustinRogersPA.com  
**AUSTIN & ROGERS, P.A.**  
508 Hampton Street, Suite 203  
Columbia, South Carolina 29201  
(803) 251-7442  
As Counsel for Beulah Solar, LLC.